

between the terms of the forward supply contract and the escrow agreement, the terms of the escrow agreement shall be controlling.

Section 1405. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Bondowners if the same shall be duly mailed by registered or certified mail addressed:

- (a) To the Authority: The Industrial Development Authority of the City of Moberly, Missouri
115 A North Williams Street
Moberly, Missouri 65270
Attn: Chair
- (b) To the City: City of Moberly, Missouri
101 West Reed Street – City Hall
Moberly, Missouri 65270
Attn: City Manager
- (c) To the Trustee: UMB Bank, N.A.
2 South Broadway, Suite 435
St. Louis, Missouri 63102
Attn: Corporate Trust Department
- (d) To the Bondowners if the same shall be duly mailed by first class, registered or certified mail addressed to each of the Bondowners of Bonds at the time Outstanding as shown by the Bond Register.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand delivery or overnight delivery service or on the third day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as specified above; provided that any of the foregoing given to the Trustee shall be effective only upon receipt.

A duplicate copy of each notice, certificate or other communication given hereunder to the Authority or the Trustee shall also be given to the City. The Authority, the City and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

The Authority, the City or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

Section 1406. Parties Interested Herein. Nothing in this Indenture, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture,

contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Paying Agent and the Registered Owners of the Bonds.

Section 1407. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or of any part or parts thereof.

Section 1408. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1409. Governing Law; Choice of Forum. This Indenture and its performance shall be governed by and construed under the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. Any action at law, suit in equity, or other judicial proceeding arising out of this Indenture shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and the Authority, the Trustee, and the City hereby waive any objections based upon venue or *forum non conveniens* or otherwise.

IN WITNESS WHEREOF, The Industrial Development Authority of the City of Moberly, Missouri, has caused this Indenture to be signed in its name and behalf by its President and the seal of the Authority to be hereunto affixed and attested by its Secretary or Assistant Secretary, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Indenture to be signed in its name and behalf by one of its duly authorized officers and its official seal to be hereunto affixed and attested by one of its duly authorized officers, all as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGES FOLLOW]

[PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGES FOLLOW]



THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF MOBERLY,
MISSOURI

By: *John* President

[SEAL]

ATTEST:

By: Rey B
Treasurer

Rey B

By:

Treasurer

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this 27 day of July, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Mehaffy, who being before me duly sworn did say he is the President of THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF MOBERLY, MISSOURI a public corporation organized and existing under the laws of Missouri and that the seal affixed to the foregoing instrument is the official seal of said corporation and said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written.

DK Galloway

My commission expires:



Notary Public

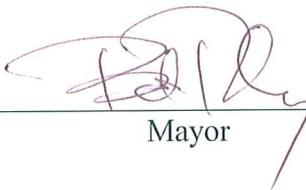
D. K. GALLOWAY
My Commission Expires
February 10, 2012
Randolph County
Commission #08382850

1. Trust Indenture – Moberly IDA Annual Appropriation Bonds Series 2010

THE CITY OF MOBERLY, MISSOURI



[SEAL]

By: 

Mayor

ATTEST:

By: 

City Clerk

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this 27 day of July, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Bob Riley, who being before me duly sworn did say he is the Mayor of THE CITY OF MOBERLY, MISSOURI a city of the third class and political subdivision organized and existing under the laws of Missouri and that the seal affixed to the foregoing instrument is the official seal of said city and said instrument was signed and sealed on behalf of said city by authority of its City Council and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Notary Public

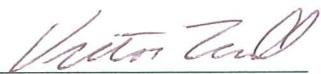
My commission expires:



D. K. GALLOWAY
My Commission Expires
February 10, 2012
Randolph County
Commission #08382850

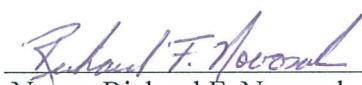
UMB BANK, N.A.,
as Trustee

By: 


Name: Victor Zarrilli
Title: Senior Vice President

[SEAL]

ATTEST:

By: 
Name: Richard F. Novosak
Title: Assistant Secretary

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 26th day of July, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Victor Zarrilli, who acknowledged himself to be Senior Vice President of UMB BANK, N.A., a national banking association duly organized and existing under the laws of the United States, and that that the seal affixed to the foregoing instrument is the official seal of said association and said instrument was signed and sealed on behalf of said association by authority of its Board of Directors and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



My commission expires:

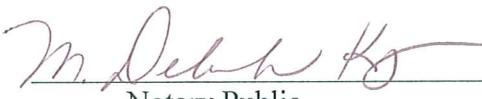

Notary Public

EXHIBIT A
FORM OF BONDS

**REGISTERED
NO.**

**REGISTERED
\$**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF MOBERLY, MISSOURI**

**ANNUAL APPROPRIATION [CAPITAL PROJECT/RECOVERY ZONE FACILITY] BONDS
(PROJECT SUGAR)**

[SERIES 2010-A (TAXABLE)/SERIES 2010-B (TAX-EXEMPT)/SERIES 2010-C (TAX-EXEMPT)]

Interest Rate

 % Per Annum

Maturity Date

Dated Date

July , 2010

CUSIP Number

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: DOLLARS

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF MOBERLY, MISSOURI, a public and industrial development corporation duly organized and existing under the Chapter 349 of the Revised Statutes of Missouri, as amended (the "Authority"), for value received, promises to pay by check or draft, but only from the sources and in the manner hereinafter described, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, the Principal Amount specified above and to pay interest thereon from said sources at the Interest Rate specified above from the Dated Date specified above, or from the most recent date to which interest has been paid, on March 1st and September 1st in each year beginning March 1, 2011 (each being an "Interest Payment Date"). As provided in the hereinafter defined Indenture, interest on this Bond will be paid to the person in whose name this Bond is registered in the hereinafter defined Bond Register at the close of business on the first day (whether or not a Business Day) of the calendar month in which the applicable Interest Payment Date occurs (the "Regular Record Date") by check or draft mailed to the Registered Owner hereof at his address as it appears in the Bond Register or in such other manner as is determined in accordance with the Indenture.

Notwithstanding any other provision hereof, this Bond is subject to a book-entry system maintained by The Depository Trust Company ("DTC") and payment of principal and interest, the provision of notices and other matters will be made as described in the Authority's Letter of Representations to DTC.

Unless this Bond is presented by an authorized representative of DTC to the Authority or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC

and payment is made to Cede & Co., any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful since the Registered Owner hereof, Cede & Co., has an interest herein.

The Principal Amount is payable upon presentation and surrender of this Bond at the principal payment office of UMB Bank, N.A., St. Louis, Missouri, as Trustee and Paying Agent (the "Trustee"). The Principal Amount and interest on this Bond (computed on the basis of a 360-day year consisting of twelve 30-day months) are payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication thereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF MOBERLY, MISSOURI has caused this Bond to be executed in its name by the manual signature of its President or Vice President and attested by the manual signature of its Secretary or Assistant Secretary and its corporate seal to be affixed hereto or imprinted or reproduced hereon and has caused this Bond to be dated as of the Dated Date shown above.

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF MOBERLY, MISSOURI

By: _____
President

(SEAL)

Attest: _____
Secretary

CERTIFICATION OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture.

UMB Bank, N.A., St. Louis, Missouri, as Trustee, Registrar and Paying Agent

By: _____
Authorized Signature

(FORM OF BOND - REVERSE SIDE)

ADDITIONAL PROVISIONS

THIS BOND is one of a duly authorized issue of bonds of the Authority designated [Annual Appropriation Capital Project Bonds (Project Sugar) Series 2010-A (Taxable)/Annual Appropriation Capital Project Bonds (Project Sugar) Series 2010-B (Tax-Exempt)/Annual Appropriation Recovery Zone Facility Bonds (Project Sugar) Series 2010-C (Tax-Exempt)], in the aggregate principal amount of [\$ _____ /\$ _____ /\$ _____] (the "Bonds"). The Bonds are being issued to provide funds to the Authority to enable the Authority to (i) pay the costs of developing, constructing, acquiring and equipping the [Series A Project/Series B Project/Series C Project], (ii) fund a reserve fund for the Bonds, and (iii) pay the costs of issuing the Bonds, all as identified in the Indenture, as hereinafter defined, by the authority of and in full compliance with the provisions, restrictions and limitations of the constitution and statutes of the State of Missouri.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by an Indenture of Trust, dated as of July 1, 2010, (the "Indenture"), between the Authority and the Trustee. Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Authority, the Trustee, and the Bondholders, and the terms upon which the Bonds are issued and secured. *Capitalized terms used in this Bond and not otherwise defined herein shall have the meanings ascribed to them in the Indenture unless the context clearly requires otherwise.*

THE BONDS bearing a Stated Maturity on September 1, 2016 and thereafter shall be subject to optional redemption and payment prior to their Stated Maturities are subject to redemption and payment prior to their stated maturities at the election of the Authority upon instructions from the City to the Authority and the Trustee, on September 1, 2015 and at any time thereafter in whole or in part in such order of Maturities as the Authority at the direction of the City in the City's sole discretion shall determine.

THE BONDS redeemed as provided in the preceding paragraph shall be redeemed at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

IN THE EVENT any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by first class mail, postage prepaid, mailed not less than 30 days nor more than 60 days prior to the redemption date to each Registered Owner of Bonds to be redeemed. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds or certain securities sufficient for the redemption of such Bonds are on deposit at the place of payment at that time, shall no longer be secured by the Indenture and shall not be deemed to be outstanding under the Indenture.

THE BONDS and the interest thereon are special obligations of the Authority payable solely out of the Basic Payments and Additional Payments and certain other revenues and receipts

payable to the Authority pursuant to a Financing Agreement dated as of July 1, 2010 (the "Financing Agreement") between the Authority and the City of Moberly, Missouri (the "City") and are secured by a pledge and assignment, pursuant to the Indenture, of the Trust Estate and no incorporator, member, employee, agent, director or officer of the Authority or the City shall at any time or under any circumstances be individually or personally liable under the Indenture or the Financing Agreement for anything done or omitted to be done by the Authority thereunder. The Bonds and the interest thereon do not constitute a debt of the Authority, the City, or the State, and neither the Authority, the City nor the State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Pursuant to the Financing Agreement, the City has agreed to make payments sufficient for the prompt payment when due of the principal of and interest on, the Bonds, which amounts are to be paid by the City (or by Mamtek U.S., Inc. (the "Company") on behalf of the City pursuant to that certain Management, Operations and Purchase Agreement by and between the City and the Company) directly to the Trustee for the account of the Authority, and all Basic Payments and Payments Rentals and certain other revenues and receipts under the Financing Agreement (except as reserved therein) have been duly pledged and assigned to the Trustee for that purpose.

THE FINANCING AGREEMENT IS SUBJECT ANNUALLY TO THE APPROPRIATION OF BASIC PAYMENTS AND ADDITIONAL PAYMENTS BY THE CITY. IF THE CITY FAILS TO APPROPRIATE FUNDS FOR BASIC PAYMENTS AND ADDITIONAL PAYMENTS IN ANY FISCAL YEAR, THEN THE FINANCING AGREEMENT SHALL TERMINATE AT THE END OF THE CURRENT FISCAL YEAR FOR WHICH FUNDS HAVE BEEN APPROPRIATED. THE AUTHORITY HAS NO TAXING AUTHORITY.

THE REGISTERED OWNER of this Bond shall have no right to enforce the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, in the Bond Register only upon surrender of this Bond to the Trustee duly endorsed for transfer or accompanied by a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner hereof or his attorney or legal representative, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Indenture. The Authority, the Trustee and the Paying Agent may deem and treat the person in whose name this Bond is registered in the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in denominations of \$5,000 or integral multiples thereof at their stated maturity. The Registered Owner of any Bond or Bonds may surrender the same in exchange for an equal aggregate principal amount of Bonds of any authorized denomination in the manner, subject to the conditions and upon the payment of the charges provided in the Indenture. No service charge shall be made for any transfer or exchange of Bonds, but the Trustee or the Corporation may require payment of any tax or governmental charge in connection therewith.

=====

(Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (the "Transferee")
(Please Print or Type Name, Address and Social Security Number or other Tax Identification Number of Transferee) _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed by:

(Print or type name of Eligible Guarantor
Institution as defined by SEC Rule 17 Ad-15
(17 CFR 240.17 Ad-15)

By: _____
Title: _____

EXHIBIT B
THE PROPERTY – LEGAL DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 24 and the Northwest Quarter of Section 25 all in Township 54 North, Range 14 West of the Fifth Principal Meridian, and being part of Parcel #2 as shown by survey recorded in Plat Book B, Volume 7, Page 9; Randolph County, Missouri, being more particularly described as follows: Commencing at an iron rod marking the Northwest corner of said Section 25, thence along the North line of said Section 25, South 88 degrees 14 minutes 40 seconds East 234.37 feet to the Point of Beginning; thence North 01 degree 45 minutes 04 seconds East 752.87 feet to an iron rod on the North line of said Parcel #2; thence along the North line of said Parcel #2, South 88 degrees 13 minutes 51 seconds East 1613.00 feet to an iron rod at the Northeast corner of said Parcel #2; thence along the East line of said Parcel #2, South 01 degree 29 minutes 37 seconds West 890.00 feet to an iron rod; thence North 88 degrees 13 minutes 51 seconds West 1617.00 feet to an iron rod; thence North 01 degree 45 minutes 04 seconds East 137.12 feet to the Point of Beginning.

EXHIBIT C
ARBITRAGE INSTRUCTIONS

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF MOBERLY, MISSOURI**

**ANNUAL APPROPRIATION CAPITAL PROJECT BONDS
(PROJECT SUGAR)
SERIES 2010-B (TAX-EXEMPT);
and**

**ANNUAL APPROPRIATION RECOVERY ZONE FACILITY BONDS
(PROJECT SUGAR)
SERIES 2010-C (TAX-EXEMPT)**

These Arbitrage Instructions (these “Instructions”) provide guidance regarding compliance with §148 of the Internal Revenue Code of 1986, as amended (the “Code”), to preserve the exclusion from federal gross income of the interest on the Annual Appropriation Capital Project Bonds (Project Sugar) Series 2010-B (Tax-Exempt) (the “Series B Bonds”), and Annual Appropriation Recovery Zone Facility Bonds (Project Sugar) Series 2010-C (Tax-Exempt) (the “Series C Bonds” and, together with the Series B Bonds, the “Bonds”), being issued by The Industrial Development Authority of the City of Moberly, Missouri (the “Authority”) pursuant to the Act and the Resolution.

Capitalized terms used in these Instructions and not otherwise defined herein shall have the meanings as set forth in the Trust Indenture dated as of July 1, 2010, by and between the Authority and UMB Bank, N.A., St. Louis, Missouri, as Trustee (the “Indenture”).

Section 1. Temporary Periods; Yield Restriction. The amounts deposited in the funds and accounts established in the Indenture shall be invested as follows:

(a) Project Funds. Moneys deposited in the Series B Project Fund and in the Series C Project Fund may be invested without yield restriction for a period of three years after the date of issuance of the Bonds (the “Issuance Date”). Earnings on such amounts may be invested without yield restriction for a period not exceeding the later of (i) three years after the Issuance Date or (ii) one year after the date of receipt of such earnings.

(b) Bond Funds. Moneys deposited in the Series B Bond Fund and in the Series C Bond Fund may be invested without yield restriction for a period of thirteen (13) months after the date of deposit. Earnings on such amounts may be invested without yield restriction for a period not exceeding one year after the date of receipt of such earnings.

(c) Debt Service Reserve Funds. Moneys deposited in the Series B Debt Service Reserve Fund and the Series C Debt Reserve Fund may be invested without yield restriction.

Any such amounts not invested as described above shall be invested at a yield not greater than the yield on the Bonds.

Section 2. Opinion of Bond Counsel. These Instructions may be modified or amended in whole or in part upon receipt of an opinion of Bond Counsel to the effect that such modifications or amendments will not adversely affect the excludability from gross income for federal income tax purposes of the interest on the Bonds.

EXHIBIT D
COSTS OF ISSUANCE REQUISITION FORMS

Requisition No. _____
Date: _____, 2010

REQUEST FOR DISBURSEMENT

SERIES A/SERIES B/SERIES C COSTS OF ISSUANCE FUNDS

TO: UMB BANK, N.A., AS TRUSTEE (THE "TRUSTEE") UNDER THAT CERTAIN TRUST INDENTURE DATED AS OF JULY 1, 2010 (THE "INDENTURE"), BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF MOBERLY, MISSOURI (THE "AUTHORITY") AND THE TRUSTEE.

The undersigned hereby requests that the following amounts be paid to the following payees for the following costs incurred in the issuance of the Authority's Annual Appropriation Bonds (Project Sugar) Series 2010-A (Taxable)/Series 2010-B (Tax-Exempt)/Series 2010-C (Tax-Exempt) as defined and provided in the Indenture (the "Bonds")

Amount	Payee's Name and Address	Description
--------	--------------------------	-------------

The Authority by and through an Authorized Authority Representative hereby state and certify that the amounts requested are or were necessary and appropriate in connection with the issuance of the Bonds, have been properly incurred and are a proper charge against the [Series A Costs of Issuance Fund/Series B Costs of Issuance Fund/ Series C Costs of Issuance Fund], have been paid by or are justly due to the person whose names and addresses are stated above or, in the case of expenditures previously made by the City of Moberly, Missouri (the "City") or the Authority, are proper and appropriate reimbursements of amounts duly paid by the City or by the Authority, and have not been the basis of any previous requisition from the [Series A Costs of Issuance Fund/Series B Costs of Issuance Fund/Series C Costs of Issuance Fund].

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF
MOBERLY, MISSOURI**

By: _____
Authorized Authority Representative